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17 **UNITED STATES BANKRUPTCY COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

20 In Re:

21 PG&E CORPORATION and PACIFIC
22 GAS & ELECTRIC COMPANY,

23 Debtors.

24
25 Affects Both Debtors
26

Bankr. Case No. 19-30088-DM

**JOINDER IN ABRAMS MOTION
TO FILE SUPPLEMENTS TO
CLAIMS AGAINST PGE**

Date: March 10, 2023

Place: U.S. Bankruptcy Court
Courtroom 17, 16th
Floor San Francisco,
CA 94102

27 This joinder is filed on behalf of Camp Fire Victim Kirk Trostle and the 1,046
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1 other clients of the above attorneys, all of whom filed timely Proofs of Claim with this
2 Court.

3
4 Kirk Trostle is a victim of the Camp Fire, which destroyed his home and his
5 belongings and nearly killed his daughter. Mr. Trostle was a duly appointed member
6 of the Tort Claimants Committee, who resigned in early 2020 over his opposition to
7 the then proposed bankruptcy plan as being too risky to provide the promised \$13.5
8 billion compensation to fire victims. The undersigned Thomas Tosdal is his attorney,
9 who files this joinder on behalf of Mr. Trostle and his group's 1,046 other clients.
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12 These parties join in that part of Mr. Abrams' motion seeking leave for fire
13 victims to supplement their claims against PGE for knowingly making false and
14 material misstatements about its safety practices, which artificially inflated the market
15 value of PGE stock in the runup to approval of the Plan. The value of the stock later
16 fell markedly when the falsity of the misstatements was publicly revealed. As a
17 consequence, the fire victims did not get the benefit of their bargain contemplated by
18 the Plan for \$6.75 billion in stock. No one knowledgeable about the assets of the Fire
19 Victims Trust believes the stock component of the Trust assets will come close to the
20 \$6.75 billion promised in the Plan or that fire victims will be compensated 100% for
21 their losses, as was contemplated by the Plan's total number of \$13.5 billion, half in
22 cash and half in stock. This Court has acknowledged as much in prior orders.
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26 One can say "too bad, those are the breaks," which is no solace to the many
27 thousands of people who have suffered at PGE's hands. Justice must not give way to
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1 the small and arcane. This Court can and must take the remedial measure of
2 permitting Mr. Trostle, Mr. Tosdal's other clients, and the fire victims, *en masse*, to
3 supplement their claims against PGE in the same way this Court has permitted
4 Baupost to do by way of approving its stipulation with PGE. In this regard, what is
5 good for Baupost is good for the fire victims. It is the intention of these joining parties
6 to seek compensation directly from PGE and not from the Trust.
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9 These joining parties oppose that part of the Abrams motion seeking judicial
10 review of individual Trust awards, as that could unravel the entire Trust process.
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13 Dated: February 22, 2023

/s/ Thomas Tosdal

Thomas Tosdal